

County of Los Angeles

DEPARTMENT OF PUBLIC SOCIAL SERVICES

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PHILIP L. BROWNING  
Director

SHERYL L. SPILLER  
Chief Deputy

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES



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March 31, 2009

28

MARCH 31, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO EMPIRE  
TRANSPORTATION, INC. FOR SHUTTLE BUS SERVICES  
(FIRST DISTRICT - 3 VOTES)**

**SUBJECT**

The Department of Public Social Services (DPSS) continues to require the services of a contractor for the provision of shuttle bus services to transport visitors and DPSS employees from a County-leased parking lot at 4900 S. Eastern Avenue, Commerce to the DPSS Greater Avenues for Independence (GAIN) Region VI Office at 5460 Bandini Boulevard, Bell.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that shuttle bus services performed under this contract can be performed more economically by an independent contractor than by County employees.
2. Approve and instruct the Chairman to sign the attached Prop A contract with Empire Transportation, Inc. effective May 1, 2009 or the day after Board approval, whichever is later, through April 30, 2012, to provide shuttle bus services at a three-year cost of \$348,516 or \$116,172 annually. Since there is a CalWORKs and a Food Stamp Maintenance of Effort requirement, which will be met by the County, there is no additional net County cost (NCC) for these programs. The share of costs associated with programs, such as General Relief, results in an estimated three-year NCC of \$28,800 or \$9,600 annually. Funding for this contract is included in the Fiscal Year (FY) 2008-09 Adopted Budget and the Department's 2009-10 Budget Request. Funding for future years will be included in the Department's annual budget requests.

*"To Enrich Lives Through Effective And Caring Service"*

3. Delegate authority to the Director of DPSS to prepare and execute amendments to the contract for any decrease or increase of no more than ten percent of the total contract amount when the change is necessitated by additional and necessary services. The approval of County Counsel and the Chief Executive Office (CEO) will be obtained prior to executing such amendments.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Shuttle bus services are required for the County GAIN Region VI Office located at 5460 Bandini Boulevard, Bell due to limited on-site parking. There are 154 employees at the GAIN office with 123 on-site parking spaces available with no spaces reserved for visitors. Currently, visitors to the GAIN office park at a leased parking lot located at 4900 S. Eastern Avenue, Commerce, and are transported to the GAIN office. This lot is approximately one mile from the GAIN regional office.

The Department's current contract with Empire Transportation, Inc. for shuttle bus services for the GAIN Region VI Office expires April 30, 2009.

Approval of this contract will ensure the continuation of essential shuttle bus services for visitors to the GAIN regional office.

### **Implementation of Strategic Plan Goals**

These recommendations are consistent with the principles of the Countywide Strategic Plan Goal #1 Service Excellence, to provide the public with easy access to quality information and services that are both beneficial and responsive; and Goal #2 Workforce Excellence, by enhancing the quality and productivity of the County workforce.

### **FISCAL IMPACT/FINANCING**

The maximum contract amount for the three-year period is \$348,516 or \$116,172 annually. Since there is a CalWORKs and a Food Stamp Maintenance of Effort requirement, which will be met by the County, there is no additional NCC for these programs. The share of costs associated with programs, such as General Relief, results in an estimated three-year NCC of \$28,800 or \$9,600 annually. Funding for this contract is included in the FY 2008-09 Adopted Budget and the Department's 2009-10 Budget Request. Funding for future years will be included in the Department's annual budget request.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County's Prop A and Living Wage Ordinance provisions apply to this proposed contract as County employees can perform these contracted services.

The contract is cost effective, a requirement of Prop A contracts.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The award of this contract will not result in a reduction of County services.

The contract is not projected to have any negative impact on employee relations.

The contract complies with all of the requirements of Los Angeles County Code Section 2.121.380, which is a mandatory prerequisite for the award of this contract.

The contract includes Contractor Responsibility and Debarment language.

Provisions for the County's Jury Service Program have been included in the contract. The contractor is in compliance with the Jury Service Program.

The Safely Surrendered Baby Law provision is included in the contract, which requires the contractor to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where to safely surrender a baby.

The contract includes the provision that requires the Contractor to comply with the Los Angeles County's Child Support Enforcement requirements.

The contract includes the provision for the contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a re-employment list during the life of the contract when filling future vacancies.

The contract also requires that the contractor consider hiring participants of the GAIN Program and General Relief Opportunities for Work (GROW) Program.

The County may terminate the contract with a 30 calendar day prior written notice. The contract also contains provisions that limit the County's obligation if funding is not appropriated by the Board for each year of the contract.

The contract includes provisions for performance standards/outcome measures.

County Counsel and the CEO have reviewed this Board letter and the sample contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

Shuttle bus services were solicited through a competitive process under the Los Angeles County Prop A ordinance. The Request for Proposals (RFP) was released on November 3, 2008. Two proposals were submitted on the proposal due date of December 18, 2008. Empire Transportation, Inc. was selected as the highest ranked proposer and provided the lowest cost bid.

The RFP was advertised in the following 11 publications: Los Angeles Times, Orange County Register, Small Business Exchange, Los Angeles Sentinel, Acton/Agua Dulce News, The Daily News, Copley Newspapers, Eastern Group Publications, L.A. Watts Times, Chinese Daily News, and The Korea Times. Also, the solicitation was posted on the Los Angeles County and DPSS websites. Interest letters were mailed to seven organizations listed on the Department's bidders list as well as other interested vendors.

The proposals were evaluated in accordance with the evaluation criteria in the RFP. The financial statements for both proposers were reviewed and rated by Auditor-Controller (A-C) staff. In addition, the Division of Labor Standards Enforcement indicated that the proposer Parking Concepts, Inc. had four labor law violations. As a result, the A-C's Labor Law Assessment Team assessed a four percent deduction in their overall score based on these violations.

Empire Transportation, Inc. had no violations and received no deductions. This process is required on all Prop A solicitations prior to completing the evaluation process.

The Local Small Business Enterprise (SBE) program's provisions were included in the RFP. No proposer claimed to be certified as a Local SBE vendor and no Local SBE credit was applied in the RFP evaluation.

The contract does not include a Cost of Living Adjustment.

### **IMPACT ON CURRENT SERVICES**

The award of this contract will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

The Honorable Board of Supervisors  
March 31, 2009  
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**CONCLUSION**

Upon approval and execution of the contract, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and two (2) original signed copies of the contract to the Department of Public Social Services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Philip L. Browning".

Philip L. Browning  
Director

PLB:EK:dj

Attachment

c: Chief Executive Officer  
County Counsel  
Deputy Chief Executive Officer

**DEPARTMENT C**  
**PUBLIC SOCIAL SER**

**ORIGINAL**



**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
EMPIRE TRANSPORTATION, INC.  
FOR  
SHUTTLE BUS SERVICES**

Prepared By  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411

May 1, 2009

09692

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
EMPIRE TRANSPORTATION, INC.  
FOR  
SHUTTLE BUS SERVICES**

This Contract and its Attachments are made and entered into this 31<sup>ST</sup> day of MARCH, 2009 by and between the County of Los Angeles, hereinafter referred to as COUNTY and Empire Transportation, Inc., hereinafter referred to as CONTRACTOR. Empire Transportation, Inc. is located at 8800 Park Street, Bellflower, CA 90706

**RECITALS**

WHEREAS, COUNTY may contract with private businesses for services when certain requirements are met; and

WHEREAS, CONTRACTOR is a private firm specializing in providing Shuttle Bus Services; and

WHEREAS, COUNTY has determined that it is legal, feasible, and cost-effective to contract for Shuttle Bus Services; and

WHEREAS, COUNTY is authorized by Government Code Section 26227 and 31000 and under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250 to contract for such services, including those contemplated herein; and

WHEREAS, CONTRACTOR has submitted a proposal to COUNTY for provision of Shuttle Bus Services and CONTRACTOR has been selected for recommendation for award of this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

**1.0 APPLICABLE DOCUMENTS**

**1.1 Interpretation**

The following Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V and W will become a part of the awarded Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the Contract and the Attachments or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

## **Contract Attachments**

Attachment A	Statement of Work and Technical Exhibits
Attachment B	Pricing Schedule
Attachment C	Invitation for Bid/Request for Proposals/Grounds for Rejection
Attachment D	Certification of Independent Price Determination and Acknowledgement
Attachment E	Certification of No Conflict of Interest Of RFP Restrictions
Attachment F	Familiarity of the County Lobbyist Ordinance Certification
Attachment G	Contractor's EEO Certification
Attachment H	Contractor's Nondiscrimination In Services Certification
Attachment I	Attestation of Willingness to Consider GAIN/GROW Participants
Attachment J	Contractor Acknowledgement and Confidentiality Agreement
Attachment K	Charitable Contributions Certification
Attachment L	Internal Revenue Service Notice (1015)
Attachment M	Background and Resource: California Charities Regulation
Attachment N	Safely Surrendered Baby Law
Attachment O	Complaint of Discriminatory Treatment
Attachment P	County of Los Angeles Policy on Doing Business with Small Business
Attachment Q	County's Administration
Attachment R	Contractor Employee Jury Ordinance
Attachment S	Living Wage Ordinance
Attachment T	Monthly Certification for Applicable Health Benefit Payments
Attachment U	Payroll Statement of Compliance
Attachment V	Contractor's Obligations as a "Business Associate" Under The Health Insurance Portability and Accountability Act Of 1996 (HIPAA)
Attachment W	Determination of Contractor Non-Responsibility and Contractors Debarment Ordinance

This Contract, including Attachments hereto, constitute the complete and exclusive statement of understanding between the parties and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.7, "Changes and Amendments of Terms" and signed by both parties.

### **1.2 Construction of Terms**

In constructing the terms of this Contract, the following rules shall apply:

- a. Singular nouns, and phrases incorporating them (e.g., referring to objects, persons, events, or otherwise), shall be construed to also

include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Section 2.0 (DEFINITIONS). Plural nouns, and phrases incorporating them, shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Section 2.0 (DEFINITIONS).

- b. The words, "include," "includes," or "including" whether with initial capitalization or not shall mean, respectively, "include, without limitation," or "includes, without limitation," or including, without limitation."
- c. Any use of the masculine gender shall be constructed to include the feminine, and vice versa.
- d. References in this Contract to federal, state, County and/or other governmental laws, rules, regulations, ordinances, guidelines and/or directives shall mean such laws, rules, regulations, ordinances, guidelines and/or directives as amended from time to time.
- e. Unless expressly stated otherwise, all approvals, consents and determinations by or on behalf of County, under this Contract, shall be in writing, and shall be given or made in the sole discretion of the person or County agency authorized to provide such approval or consent.
- f. The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

## 2.0 **DEFINITIONS**

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Board of Supervisors:** The Los Angeles County Board of Supervisors, which is the governing body of the County of Los Angeles.
- 2.2 Budget:** The document that details the CONTRACTOR's costs for providing services and is included in the Contract. Included in the Budget are the following:
- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
  - **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
  - **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.
- 2.3 Business Days:** Business days are Monday through Friday, excluding County holidays.
- 2.4 Contract:** Agreement/Contract executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Attachment A to this Contract.
- 2.5 Contract Management Division:** The Department of Public Social Services' Division responsible for the Contract.
- 2.6 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the Statement of Work.
- 2.7 Contract Manager:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.8 County Contract Administrator (CCA):** Person, designated by COUNTY, with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by CONTRACTOR.
- 2.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 Department of Public Social Services (DPSS):** Los Angeles County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.
- 2.11 Director:** The Director of the DPSS, or his/her authorized representative(s).



**2.12 Fiscal-Year:** The 12 month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

### **3.0 SCOPE OF WORK**

- 3.1** Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work.
- 3.2** If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.
- 3.3** CONTRACTOR shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract. At a minimum, CONTRACTOR shall adhere to the standards set forth in the Auditor-Controller Contract Accounting and Administration Handbook, which is incorporated herein by reference and is available at [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts).

### **4.0 TERM OF CONTRACT**

- 4.1** The term of the Contract shall be for three years. The Contract shall commence effective May 1, 2009 or the day after approval by the Board of Supervisors, whichever is later and shall continue through April 30, 2012 unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The Contract is subject to COUNTY's right to terminate prior to the completion of the term, as further provided in Section 8.58 through 8.64.
- 4.3** CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided in *Attachment Q, County's Administration*.

### **5.0 CONTRACTOR PAYMENT**

- 5.1** The maximum Contract sum for the three-year term will be \$348,516 (hereinafter "Maximum Contract Sum"). CONTRACTOR will be paid at the firm-fixed monthly rate of \$9,681 (1/36 of the maximum Contract amount).
- 5.2** CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of

same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with COUNTY's express prior written approval.

- 5.3** CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75 percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided in *Attachment Q*.

**5.4 Invoices and Payments**

- 5.4.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Attachment A, Statement of Work, and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR's payments shall be as provided in Attachment B, Pricing Schedule, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.
- 5.4.2 CONTRACTOR's invoices shall be priced in accordance with Attachment B, Pricing Schedule.
- 5.4.3 CONTRACTOR's invoices shall contain the information set forth in Attachment A, Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.4 CONTRACTOR shall submit the monthly invoices to COUNTY by the 15<sup>th</sup> calendar day of the month following the month of service.

**5.4.4.5 Prop A – Living Wage Program:**

No invoice will be approved for payment unless the following is included:

- Attachment T – Monthly Certification for Applicable Health Benefit Payments.
- Attachment U – Payroll Statement of Compliance



- 5.4.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Department of Public Social Services  
Contract Management Division/Section III  
Attn: Yolanda J. Mingo, County Contract Administrator  
12900 Crossroads Parkway South, 2<sup>nd</sup> floor  
City of Industry, California 91746

- 5.4.6 **County Approval of Invoices:** All invoices submitted by CONTRACTOR for payment must have the written approval of the County Contract Administrator prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.4.7 **Withholding of Payment:** If CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, COUNTY may withhold from payment to CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- 5.4.8 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services or other work rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 5.4.9 COUNTY may delay the last payment due hereunder until six months after the termination of the Contract. CONTRACTOR shall be liable for payment within thirty (30) calendar days of written notice from COUNTY for any payment owed to COUNTY as authorized by the Contract and which has not been previously deducted from any payment made by COUNTY to the CONTRACTOR.
- 5.4.10 Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed written release to COUNTY discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

5.4.11 COUNTY shall not be liable for billings submitted one year or more after any Services are rendered under this Contract.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

COUNTY personnel referenced in this section are designated in Attachment Q of this Contract, County's Administration. COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

### **6.1 COUNTY's Contract Administrator (CCA)**

The CCA is responsible for overseeing the day-to-day administration of this Contract. The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- Meeting with CONTRACTOR's Contract Manager on an as needed basis;
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; and
- Informing CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Contract Manager**

7.1.1 CONTRACTOR's Contract Manager must have two years experience supervising operations or have experience substantially similar to the service required in this Contract. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Contract Manager.

7.1.2 CONTRACTOR's Contract Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

7.1.3 In addition, CONTRACTOR is required to submit annually the documentation of its legal identity to the CCA.

## **7.2 Approval of Contractor's Staff**

CONTRACTOR shall have the sole right and discretion to hire, discipline suspend or discharge its employees/workers. COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work pursuant to this Contract as well as any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Contract Manager.

## **7.3 Other Contractor Personnel**

CONTRACTOR shall provide supervisory, administrative and direct services personnel to accomplish the services required under this Contract.

## **7.4 Contractor's Staff Identification**

7.4.1 CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty and at all times he/she is on COUNTY designated property.

7.4.2 CONTRACTOR shall notify COUNTY within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's COUNTY specified photo identification badge at the time of removal from the COUNTY Contract.

7.4.3 If COUNTY requests the removal of CONTRACTOR's staff from the performance of services under this Contract or otherwise working on this Contract, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Contract.

## **7.5 Background and Security Investigations**

7.5.1 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of CONTRACTOR, regardless if CONTRACTOR's staff passes or fails the background clearance investigation.

7.5.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to

CONTRACTOR nor to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

- 7.5.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of COUNTY, whose background or conduct is incompatible with COUNTY facility access.
- 7.5.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Subsection 7.5, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8.0 ADDITIONAL TERMS AND CONDITIONS**

### **8.1 Assignment And Delegation**

- 8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the COUNTY. Any unapproved assignment or delegation shall be null and void. For purposes of this Subsection, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporations, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 8.1.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedy against CONTRACTOR as it could pursue in the event of default of CONTRACTOR.

## **8.2 Authorization Warranty**

CONTRACTOR represents and warrants that the person executing this Contract for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

## **8.3 Budget Reductions**

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the Services provided by CONTRACTOR under this Contract shall be reduced correspondingly. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth above, CONTRACTOR shall continue to provide all of the Services set forth in the Contract.

## **8.4 Caption Headings**

This Contract contains a Table of Contents with pagination. In addition, each section and certain subsections of this Contract have been supplied with captions. Also, each page, including Attachments, contains page numbers. The Table of Contents with pagination, the captions, and the page numbers serve only as guides to the contents and do not control the meaning of any section or subsection or in any way determine this Contract's interpretation or meaning.

## **8.5 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R. Part 76)**

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts.

By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded Contracts. Further, by executing this Contract, CONTRACTOR certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer, partner, director or other principals of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its

subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

#### **8.6 Change of Address**

Either party can designate a new address by giving 10 (ten) days prior written notice to the other party as referenced in Subsection 8.45.3 and 8.45.4.

#### **8.7 Changes and Amendment of Terms**

COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

8.7.1 COUNTY reserves the right to initiate Change Notices that do not affect the scope, term, Contract sum, or payments. All such changes shall be accomplished with an executed Change Notice signed by the County Contract Administrator (CCA) and CONTRACTOR's Contract Manager.

8.7.2 For any revision, which materially affects the scope of work, or any term or condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and CONTRACTOR.

8.7.3 The DPSS Director may prepare and sign amendments to the Contract that do not materially effect the scope of the Contract, without further action by the County Board of Supervisors under the following conditions:

8.7.3.1 Amendments shall be in compliance with applicable Federal, State and County regulations;

8.7.3.2 The amendment is for a decrease or increase of no more than 10 percent of the total Contract amount for additional and necessary services;

8.7.3.3 The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services Budget;

8.7.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or designee for an amendment to this Contract; and



8.7.3.5 Director will file a copy of all amendments with the Executive Office of the Board of Supervisors and Chief Executive Officer within 15 days after execution of each amendment.

8.7.4 The County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of DPSS, or designee.

## **8.8 Child/Elder Abuse/Fraud Reporting**

CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to COUNTY.

## **8.9 Collective Bargaining Contract**

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), CONTRACTOR agrees to provide to COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under this Contract.

## **8.10 Complaints**

CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after the Contract effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.10.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.

8.10.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.10.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

8.10.4 CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

8.10.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.10.6 Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

#### **8.11 Completion of Contract**

Prior to the expiration of this Contract, CONTRACTOR shall allow COUNTY or the newly selected CONTRACTOR, a minimum of sixty (60) calendar days transition period, to ensure the orderly transition of CONTRACTOR's services to COUNTY or the newly selected CONTRACTOR without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to 100 percent of the last two (2) months' payments owed to CONTRACTOR.

#### **8.12 Compliance with Applicable Laws**

8.12.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (33 USC 1368), Executive Order 11738, and Environmental protection Agency regulation (40 CFR Part 15).

8.12.2 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any



and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, or failure to maintain required, licenses or permits, as determined by County in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 8.12 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by County in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.12.3 CONTRACTOR shall maintain all licenses required to perform the Contract.

8.12.4 CONTRACTOR shall indemnify and hold COUNTY, its Special Districts, Agents, elected and appointed officers, and employees, harmless from any loss, damage, liability, cost, and expense, including, but not limited to defense costs and attorneys fees arising from, or related to, any violation on the part of CONTRACTOR, or its employees, agents, or subcontractors of such laws, rules, regulations, ordinances, or directives.

**8.13 Compliance with Auditor-Controller Contract Accounting and Administration Handbook**

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook are incorporated herein by reference and available at [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts). CONTRACTOR shall comply with the requirements set forth in the Contract Accounting and Administration Handbook.

**8.14 Compliance with Civil Rights Laws**

CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*; *Section 504* of the *Rehabilitation Act of 1973*, as amended; the *Age Discrimination Act of 1975*; the *Food Stamp Act of 1977*; the *Americans with Disabilities Act of 1990*; WIC Section 10000; California Department of Social Services *Manual of Policies and*

*Procedures, Division 21;* and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. CONTRACTOR shall sign and adhere to Contract Attachment G, Contractor's EEO Certification and Contract Attachment H, Contractor's Nondiscrimination in Services Certification.

In addition, CONTRACTOR shall abide by all provisions contained in the DPSS Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, includes all of the ongoing civil rights requirements that must be adhered to by DPSS, its Contractors and Sub-contractors.

## **8.15 Compliance with the County's Jury Service Program**

### **8.15.1 Jury Service Program**

This Contract is subject to the provisions of COUNTY's ordinance entitled "CONTRACTOR Employee Jury Service" (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (County Code), a copy of which is attached to this Contract as Attachment R and incorporated by reference into and made a part of this Contract.

### **8.15.2 Written Employee Jury Service Policy**

8.15.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

8.15.2.2 For purposes of this Subsection, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with the COUNTY or a subcontract with a Los Angeles County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts

or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

8.15.2.3 If CONTRACTOR uses any subcontractor to perform services for COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the subcontract.

8.15.2.4 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

8.15.2.5 CONTRACTOR's violation of this Subsection 8.15.2 of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

## **8.16 Compliance with COUNTY's Living Wage Program**

### **8.16.1 Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Attachment S and incorporated by reference into and made a part of this Contract.

#### 8.16.2 Payment of Living Wage

8.16.2.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY, including, without limitation, "Travel Time" as defined below at Subsection 8.16.2.7 under the Contract:

8.16.2.2 Not less than \$11.84 per hour if, in addition to the per-hour wage, CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

8.16.2.3 Not less than \$9.64 per hour if, in addition to the per-hour wage, CONTRACTOR contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. CONTRACTOR will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

8.16.2.4 For purposes of this Subsection, "CONTRACTOR" includes any subcontractor engaged by CONTRACTOR to perform services for the County under the Contract. If CONTRACTOR uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of CONTRACTOR under the laws of

California, and who is providing full-time services to CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

- 8.16.2.5. If CONTRACTOR is required to pay a living wage when the Contract commences, CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 8.16.2.6. If CONTRACTOR is not required to pay a living wage when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. CONTRACTOR shall immediately notify the COUNTY if CONTRACTOR at any time either comes within the Living Wage Program's definition of "Employer" or if the CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the County's satisfaction that CONTRACTOR either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 8.16.2.7 For purposes of CONTRACTOR's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a COUNTY facility if CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time; and 2) With respect to travel by an Employee

between COUNTY facilities that are subject to two different contracts between CONTRACTOR and the COUNTY (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if CONTRACTOR pays the Employee any amount for that time or if California law requires CONTRACTOR to pay the Employee any amount for that time.

#### 8.16.3 Contractor's Submittal of Certified Monitoring Reports

CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of CONTRACTOR's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of CONTRACTOR's current health care benefits plan, and CONTRACTOR's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY, Attachment S, Title 2 Administration Chapter 2.201 Living Wage Program, Attachment T, Monthly Certification for Applicable Health Benefit Payment, Attachment U, Living Wage Program Payroll Statement of Compliance, Attachment V, Contractor's Obligations As A "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Attachment K, Charitable Contributions Certification, or other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, CONTRACTOR shall promptly provide such information. CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

#### 8.16.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by CONTRACTOR



regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of CONTRACTOR's contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of CONTRACTOR's operations in California.

#### 8.16.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the COUNTY may audit, at CONTRACTOR's place of business, any of CONTRACTOR's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. CONTRACTOR is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### 8.16.6 Notifications to Employees

CONTRACTOR shall place COUNTY-provided living wage posters at each of CONTRACTOR's places of business and locations where CONTRACTOR's Employees are working. CONTRACTOR shall also distribute County-provided notices to each of its Employees at least once per year. CONTRACTOR shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

#### 8.16.7 Enforcement and Remedies

If CONTRACTOR fails to comply with the requirements of this Subsection, the COUNTY shall have the rights and remedies described in this Subsection in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns

of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.
  - c. Termination. CONTRACTOR's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due CONTRACTOR the aggregate difference between the living wage amounts CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until



CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that CONTRACTOR's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against CONTRACTOR liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due CONTRACTOR.
  - c. Termination. CONTRACTOR's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.
3. Debarment. In the event CONTRACTOR breaches a requirement of this Subsection, the COUNTY may, in its sole discretion, bar CONTRACTOR from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

#### 8.16.8 Use of Full-Time Employees

CONTRACTOR shall assign and use full-time Employees of CONTRACTOR to provide services under the Contract unless CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that CONTRACTOR shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the COUNTY has provided written authorization for the use of same. CONTRACTOR submitted with

its proposal a full-time Employee staffing plan. If CONTRACTOR changes its full-time Employee staffing plan, CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

#### 8.16.9 CONTRACTOR Retaliation Prohibited

CONTRACTOR and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this Subsection may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

#### 8.16.10 CONTRACTOR Standards

During the term of the Contract, CONTRACTOR shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by COUNTY, CONTRACTOR shall demonstrate to the satisfaction of COUNTY that CONTRACTOR is complying with this requirement.

#### 8.16.11 Neutrality in Labor Relations

CONTRACTOR shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of CONTRACTOR's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

### 8.17 **Compliance with Wage and Hour Laws/Fair Labor Standards Act**

CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

## **8.18 Confidentiality**

- 8.18.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 8.18.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Section 8.18, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 8.18 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, COUNTY Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
- 8.18.3 CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract
- 8.18.4 CONTRACTOR shall sign and adhere to the provisions of the "*Contractor Acknowledgement and Confidentiality Agreement*", Attachment J-1.
- 8.18.5 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "*Contractor Employee Acknowledgment and Confidentiality Agreement*," Attachment J-2.

### **AND**

- 8.18.6 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the

## **8.19 Conflict of Interest**

8.19.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

8.19.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection shall be a material breach of Contract.

## **8.20 Consideration of Hiring County Employees Targeted For Layoff**

Should CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

## **8.21 Consideration of Hiring Greater Avenues For Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment**

8.21.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

**NOTE:** In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.21.2 CONTRACTOR shall complete and sign Contract Attachment I, Attestation of Willingness to Consider GAIN/GROW Participants.

**8.22 CONTRACTOR's Acknowledgement of County's Commitment to The Safely Surrendered Baby Law**

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster as set forth in Attachment N of this Contract, in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. DPSS will supply CONTRACTOR with the poster to be used.

**8.23 CONTRACTOR's Charitable Activities Compliance**

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification, Contract Attachment K, Charitable Contribution Certificate, COUNTY seeks to ensure that all Los Angeles County contractors which receive or raise charitable contributions comply with the California law in order to protect COUNTY and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

**8.24 CONTRACTOR's Responsibility And Debarment**

**8.24.1 Responsible Contractor**

A responsible Contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible contractors.

**8.24.2 Chapter 2.202 of the County Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other

Contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY Contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts CONTRACTOR may have with the COUNTY.

#### 8.24.3 Non-responsible CONTRACTOR

COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed any act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### 8.24.4 Contractor Hearing Board

If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.



#### 8.24.5 Review of Debarment Determination

If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) a Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 8.24.6 Subcontractors of CONTRACTOR

These terms shall also apply to subcontractors of Los Angeles County contractors.

### **8.25 CONTRACTOR's Warranty of Adherence to County's Child Support Compliance Program**

8.25.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

8.25.2 As required by the Los Angeles County Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.26 County's Quality Assurance Plan**

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.27 Damage to County Facilities, Buildings or Grounds**

CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings or grounds caused by CONTRACTOR or employees or agent of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred for such repairs by COUNTY, as determined by COUNTY shall be repaid by CONTRACTOR by cash payment upon demand.

#### **8.28 Disclosure of Information/Publicity**

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit CONTRACTOR from publicizing its role under the Contract within the following conditions:



8.28.1 CONTRACTOR shall develop all publicity material in a professional manner.

8.28.2 During the course of performance on this Contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of COUNTY without the prior written consent of the Director. In no event shall CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

8.28.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.28 shall apply.

## **8.29 Disputes**

Any disputes between COUNTY and CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the County DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

## **8.30 Employee Safety**

CONTRACTOR will assure that CONTRACTOR's employees:

- Are covered by an effective Injury and Illness Prevention Program; and
- Receive all required general and specific training on employee safety.

## **8.31 Employment Eligibility Verification**

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

CONTRACTOR shall indemnify, defend and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other

liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.32 Fiscal Accountability**

### **8.32.1 Fiscal Policies/Procedures**

CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with Title 29 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments and the applicable Office of Management and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB circular A-133 for Audits of State, Local Governments and Non-Profit Organizations. And OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, hospitals, and other Non-profit Organizations.

For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, Subpart 31.2.

### **8.32.2 Federal Temporary Aid to Needy families (TANF) Regulations**

CONTRACTOR agrees to comply with Federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services.

### **8.32.3 Accounting**

CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR should maintain its accounting system on an accrual basis.

### **8.32.4 Commingling of Funds**

Funds paid pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of CONTRACTOR.

### **8.32.5 Allegations of Fraud and/or Abuse**

In the event of allegations of fraud or abuse (fraud and abuse as it pertains to performing contractual services), as defined in

appropriate services provisions and regulations, COUNTY reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Contract Administrator that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.

#### 8.32.6 Disallowed Costs

COUNTY may withhold payments if CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any DPSS Contract that CONTRACTOR has with COUNTY. COUNTY shall require CONTRACTOR to pay and CONTRACTOR agrees to pay the full amount of CONTRACTOR liability to COUNTY or the State for such audit exceptions as were caused by CONTRACTOR. COUNTY shall notify CONTRACTOR of any disallowed costs.

### 8.33 **Force Majeure**

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's subcontractors), freight embargoes, or other similar acts to those described above, or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

### 8.34 **Governing Law, Jurisdiction and Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any

applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **8.35 Government Observations**

CONTRACTOR shall permit all authorized Federal, State, County and/or research personnel, in addition to DPSS Contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

#### **8.36 Indemnification**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

#### **8.37 Independent Contractor Status**

This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of the COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract.

CONTRACTOR shall adhere to the provisions stated in Section 8.18, Confidentiality.

### **8.38 General Insurance Requirements**

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

#### **8.38.1 Evidence of Insurance**

Certificates or other evidence of coverage satisfactory to COUNTY shall be delivered to:

Department of Public Social Services  
Contract Management Division/Section III  
Attn: Yolanda J. Mingo, County Contract Administrator  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, California 91746-3411

Prior to commencing services under this Contract, such certificates or other evidence shall:

- 8.38.1.1 Specifically identify this Contract.
- 8.38.1.2 Clearly evidence all coverage required in this Contract.
- 8.38.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 8.38.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.
- 8.38.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense. Such bond shall be executed by a

corporate surety licensed to transact business in the State of California.

#### 8.38.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

#### 8.38.3 Failure to Maintain Coverage

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract.

COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

#### 8.38.4 Notification of Incidents, Claims or Suits

CONTRACTOR shall report to COUNTY:

- 8.38.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- 8.38.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- 8.38.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Manager.
- 8.38.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

#### 8.38.5 Compensation for County Costs

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and

such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

#### 8.38.6 Insurance Coverage Requirements for Subcontractors

CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

8.38.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

8.38.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

### 8.39 **Insurance Coverage Requirements**

#### 8.39.1 General Liability

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each occurrence:	\$ 1 million

#### 8.39.2 Automobile Liability

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$5 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles or coverage for "any auto."

#### 8.39.3 Workers' Compensation and Employers' Liability

Workers' Compensation and employers' liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which CONTRACTOR is responsible.



In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

#### **8.40 Liquidated Damages**

- 8.40.1 If, in the judgment of the Department Head, or his/her designee, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.40.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
- (a) Deduct from CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in this contract, the Statement of Work and Statement of Work, Technical Exhibit 5.0, Section 5.7, Performance Requirements Summary (PRS) Chart, and that CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or
  - (c) Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by

COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by the COUNTY.

- 8.40.3 The action noted in Subsection 8.40.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.40.4 This Section 8.40 shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subsection 8.40.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

#### **8.41 Local Small Business Enterprise Preference Program**

- 8.41.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 8.41.2 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, CONTRACTOR shall:
  - a. Pay to COUNTY any difference between the Contract amount and what COUNTY's costs would have been if the Contract had been properly awarded;
  - b. In addition to the amount described in the paragraph (a) above of this Subsection, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result of a change in its status and CONTRACTOR failed to notify the State and the Los Angeles County Office of Affirmative Action Compliance of this information.

8.41.3 Local Small Business Enterprise (SBE) Prompt Payment Program.

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

**8.42 Most Favored Public Entity**

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

**8.43 Nondiscrimination and Affirmative Action**

- 8.43.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.43.2 CONTRACTOR shall certify to and comply with the provisions of Contract Attachment G, Contractor's EEO Certification.
- 8.43.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination,

- rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.43.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.43.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal or State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.43.6 CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 8.43 when so requested by the COUNTY.
- 8.43.7 If COUNTY finds that any of provisions of Section 8.43 have been violated, such violation shall constitute a material breach of Contract upon which COUNTY may determine to cancel, terminate, or suspend this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.43.8 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.

#### **8.44 Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.45 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing, unless expressly stated otherwise in the Contract, and accomplished by e-mail, facsimile, hand-delivery with signed receipt, or mailing by First Class Registered or Certified mail to the addresses listed in Contract Section 8.45.4 or 8.45.5, as applicable. The Director, or his/her designee, shall have authority to issue all notices required or permitted by the COUNTY under this Contract.

### **8.45.1 Notice of Delays**

Except as otherwise provided in this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.45.2 Notice of Meetings**

CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to CONTRACTOR of the need to attend such meetings.

CONTRACTOR may verbally request meetings with COUNTY, as needed, with follow-up written notice five (5) business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual written consent of both CONTRACTOR and COUNTY.

### **8.45.3 Notices to Contractor**

Any such notice mailed by COUNTY to CONTRACTOR shall be addressed to CONTRACTOR at its place of business.

### **8.45.4 Notices to County**

Any and all notices mailed by CONTRACTOR to COUNTY shall be addressed to:

Department of Public Social Services  
Contract Management Division/Section III  
Attn: Yolanda J. Mingo, County Contract Administrator  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, California 91746-3411

8.45.5 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment N of this Contract and is also available on the Internet at: [www.babysafela.org](http://www.babysafela.org) for printing purposes.

8.45.6 Changes of Address

Either party can designate a new address by giving ten (10) days prior written notice to the other party.

8.45.7 Termination Notices

In the event of suspension or termination of the Contract by COUNTY, written notices may be provided by First Class Registered or Certified Mail, by facsimile, or by personal delivery to any CONTRACTOR employee or agent who may reasonably be expected to be authorized to accept notice for CONTRACTOR.

**8.46 Notice To Employees Regarding The Federal Earned Income Credit**

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment L, Internal Revenue Service Notice 1015.

**8.47 Ownership Of Data/Materials/Equipment/Software**

8.47.1 COUNTY shall be sole owner of all rights, titles and interests in any and all, software, software documentation, software tools, techniques, plans, reports, data, diagrams, facilities, and information (hereinafter referred to as "materials") which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract.

8.47.2 COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract.

8.47.3 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses

(including attorney and expert witness fees), for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of CONTRACTOR's work under this Contract. COUNTY shall inform CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support CONTRACTOR's defense and settlement thereof.

#### **8.48 Performance Requirements**

If CONTRACTOR fails to meet the Contract requirements as specified in Technical Exhibit 5.0, Performance Requirements Summary (PRS) hereunder, COUNTY may take actions specified in the PRS for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the COUNTY applying the provisions of Section 8.60, Termination for CONTRACTOR's Default. This Section 8.48 shall not in any manner restrict or limit COUNTY's right to terminate this Contract for convenience per Section 8.59.

#### **8.49 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.50 Proprietary Rights**

8.50.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and up to (5) five years subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.50.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes,



such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 8.50.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL."
- 8.50.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Subsection 8.50.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of CONTRACTOR.
- 8.50.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Subsection 8.50.4 for:
  - 8.50.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 8.50.3;
  - 8.50.5.2 Any materials, data and information covered under Subsection 8.50.2; and
  - 8.50.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 8.50.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 8.50.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in

COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

- 8.50.8 The provisions of Section 8.50 shall survive the expiration or termination of this Contract.
- 8.50.9 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), for or by reason of any actual or alleged infringement of any third party's patent or copyright or other proprietary rights, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of CONTRACTOR's work under this Contract. COUNTY shall inform CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support CONTRACTOR's defense and settlement thereof.

#### **8.51 Public Records Act**

- 8.51.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books and accounting records pursuant to Section 8.52 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.
- 8.51.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.52 Records Retention and Inspection/Audit Settlement**

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that COUNTY, State, or Federal governments, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. COUNTY reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to CONTRACTOR. All such material, including, but not limited to, all financial records, supporting documents, statistical records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY, State or Federal authorities during the term of this Contract and for a period of five (5) years thereafter. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to exercise its rights under this Section.

- 8.52.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.52.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Section 8.52 shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract.
- 8.52.3 If at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of COUNTY conduct an audit of CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY's Auditor-Controller, deducted from any amounts

due to CONTRACTOR from COUNTY, whether under this Contract or otherwise. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Contract exceed the Maximum Contract Amount.

- 8.52.4 In addition to the above, CONTRACTOR agrees, should COUNTY or its authorized representatives determine, in the COUNTY's sole discretion, that it is necessary or appropriate to review a broader scope of CONTRACTOR's records (including, certain records related to non-County contracts) to enable COUNTY to evaluate CONTRACTOR's compliance with the County's Living Wage Program, that CONTRACTOR shall promptly and without delay provide to COUNTY, upon the written request of COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to COUNTY under this Contract, including without limitation, records relating to work performed by said employees on the CONTRACTOR's non-County contracts.

CONTRACTOR further acknowledges that the foregoing requirement in this Subsection relative to CONTRACTOR's employees who have provided services to COUNTY under this Contract is for the purpose of enabling COUNTY in its discretion to verify CONTRACTOR's full compliance with and adherence to California labor laws and COUNTY's Living Wage Program.

All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Contract and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such materials and information prior to such time.

All such materials and information shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

#### **8.53 Recycled Bond Paper**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.54 Removal of Unsatisfactory Personnel**

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers subject to the approval of COUNTY as described in Section 7.2. COUNTY shall have the right, at its sole discretion, to require CONTRACTOR remove any CONTRACTOR employee from the performance of services under this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing.

#### **8.55 Rules and Regulations**

During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the Director, or designee, shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director, or designee, that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue Services hereunder.

#### **8.56 Shred Confidential Documents**

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Section 8.53 of this Contract are to be maintained during the term of this Contract and for a period of five (5) years thereafter or longer if required by law.

## **8.57 Subcontracting**

- 8.57.1 The requirements of this Contract may not be subcontracted by CONTRACTOR without the advance approval of COUNTY. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.
- 8.57.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:
- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by COUNTY.
- 8.57.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 8.57.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of CONTRACTOR's proposed subcontract.
- 8.57.5 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 8.57.6 COUNTY's Contract Administrator is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and Subcontractor employees. Upon approval by COUNTY, CONTRACTOR shall forward a fully executed subcontract to COUNTY.
- 8.57.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding COUNTY's consent to subcontract.
- 8.57.8 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by COUNTY from each approved Subcontractor. CONTRACTOR shall ensure delivery of all such



documents to the following contact/address before any Subcontractor employee may perform any work hereunder.

Department of Public Social Services  
Contract Management Division/Section III  
Attn: Yolanda J. Mingo, County Contract Administrator  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746

- 8.57.9 In the event that COUNTY consents to subcontracting, CONTRACTOR shall include in all subcontracts, the following provision: "This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles.

**8.58 Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 8.25, CONTRACTOR's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) days of written notice by COUNTY shall be grounds upon which COUNTY may terminate this Contract pursuant to Section 8.60, Termination for Default of CONTRACTOR pursuant to County Code Chapter 2.202.

**8.59 Termination for Convenience**

- 8.59.1 This Contract, in whole or in part, may be terminated by COUNTY, when such action is deemed by COUNTY, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.
- 8.59.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
- 8.59.2.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
- 8.59.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.



- 8.59.3 All materials, including books, records, documents, or other evidence bearing on the costs, expenses, or services of this Contract, shall be maintained by CONTRACTOR in accordance with the provisions of Section 8.52, Records Retention and Inspection/Audit Settlement, of this Contract.

## **8.60 Termination for Default**

- 8.60.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY:

8.60.1.1 CONTRACTOR has materially breached this Contract;

8.60.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract, including but not limited to the Statement of Work; or

8.60.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

- 8.60.2 In the event COUNTY terminates this Contract in whole or in part as provided in Subsection 8.60.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by the COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Subsection.

- 8.60.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 8.60.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault of negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or the public enemy, acts of the COUNTY in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of the

CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and Subcontractor and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Section 8.60., the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.60.4 If, after the COUNTY has given notice of termination under the provisions of this Section 8.60, it is determined by the COUNTY that CONTRACTOR was not in default under the provisions of this Section 8.60 or that the default was excusable under the provisions of Subsection 8.60.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 8.59, Termination For Convenience.
- 8.60.6 The rights and remedies of the County provided in this Section 8.60 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.61 Termination for Improper Consideration**

- 8.61.1 The COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.
- 8.61.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the Los Angeles County Auditor-Controller's employee Fraud Hotline at (800) 544-6861.
- 8.61.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **8.62 Termination for Insolvency**

8.62.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the means of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for CONTRACTOR; or
- d. The execution by CONTRACTOR of a general assignment for the benefit of creditors.

8.62.2 The rights and remedies of the COUNTY provided in this Section 8.62 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.63 Termination for Non-Adherence of County Lobbyist Ordinance**

CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

## **8.64 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

## **8.65 Timely Completion**

Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract.

## **8.66 Transitional Job Opportunities Preference Program**

This Contract is subject to the provisions of the COUNTY's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

8.66.1 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

8.66.2 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

8.66.3 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the COUNTY any difference between the contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for

certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Contract award.

**8.67 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.68 Verbal Discussions**

The Contract Manager, or Back-Up Contract Manager designated in writing to act in CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours of said inquiry.

**8.69 Waiver**

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

**8.70 Warranty**

CONTRACTOR warrants that all Services performed hereunder will comply with the provisions of this Contract, the Statement of Work, and any specifications related thereto. Further, CONTRACTOR warrants that all such Services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such Services are performed.

CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in Services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

**8.71 Warranty Against Fees**

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by CONTRACTOR for the purpose of securing business. For breach or

violation of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, recover the full amount of such commission, percentage, brokerage or contingent fee.



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Chairman, and the seal of said Board hereto affixed and attested by the Chairman and Clerk thereof, and CONTRACTOR has caused this Contract to be signed by its duly authorized officer(s), on this 31ST day of MARCH 2009. The person(s) signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind CONTRACTOR.

COUNTY OF LOS ANGELES

By *Don Krabe*  
Chairman of the Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors



ATTEST:

Sachi A. Hamai,  
Executive Officer - Clerk of the Board of Supervisors

By *Donna Bhana*  
Deputy

By *Donna Bhana*  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
COUNTY COUNSEL

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

By *Janice Kasai* 3/12/09  
Janice Kasai  
Deputy County Counsel

# 28

MAR 31 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**CONTRACTOR'S NAME:**

(If CONTRACTOR is a corporation or limited liability company, signatures from two authorized persons are needed.)

By *Miguel A. Oliver*  
Name

*President*  
Title

By *Bertha Aguirre*  
Name

*C.O.O.*  
Title

CONTRACTOR TAX IDENTIFICATION NUMBER: 27-0121666

76960



## **ATTACHMENT A**

### **STATEMENT OF WORK AND TECHNICAL EXHIBITS**

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## PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's Contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and Contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, Contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared

themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following *Customer Service and Satisfaction Standards* in support of improving outcomes for children and families.

#### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services Contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its Contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## STATEMENT OF WORK (SOW)

### 1.0 SCOPE OF WORK OVERVIEW

CONTRACTOR shall provide Shuttle Bus Services for employees and visitors of the Los Angeles County Department of Public Social Services (DPSS) in the Southeast County GAIN Region VI DPSS district office. The DPSS employees and visitors are to be transported between a COUNTY parking lot and the DPSS office identified in Technical Exhibit 5.9. Services are to be provided at timely intervals in order to minimize passenger delays. CONTRACTOR must meet the requirements as provided in the Contract, this Statement of Work and Technical Exhibit 5.9 and perform to the standards set forth in Technical Exhibit 5.7, Performance Requirements Summary Chart, hereunder.

### 1.1 CONTRACTOR Personnel

#### CONTRACTOR Operations and Services Staff

CONTRACTOR shall provide and ensure there is sufficient staff, including bilingual personnel with the necessary professional background, training, and experience to provide the Services required by this Contract.

#### 1.1.1 Contract Manager

CONTRACTOR will provide a Contract Manager and designated Back-Up Contract Manager who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified in writing prior to Contract award and at any time thereafter when a change of Contract Manager or Back-Up Contract Manager is made.

1.1.1.1 CONTRACTOR shall provide a full-time Contract Manager or designated Back-Up Contract Manager COUNTY must have access to the Contract Manager from 8:00 a.m. - 5:00 p.m. Monday thru Friday.

1.1.1.2 Contract Manager shall act as a central point of contact with the COUNTY. Contract Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

1.1.1.3 Contract Manager shall have a minimum of two years of experience in managing services and supervising operations or have experience that is substantially similar.

1.1.1.4 Contract Manager shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. Contract Manager/Back-Up Contract Manager shall be able to effectively communicate, in English, both orally and in writing.

#### 1.1.1.5 Back-Up Contract Manager

Shall have, in the absence of the Contract Manager, authority to act for the CONTRACTOR on all matters relating to the daily operation of the Contract. The Back-Up Contract Manager shall be able to effectively communicate, in English, both orally and in writing is made. Specifically, the Back-Up Contract Manager shall:

- Have full authority to act for CONTRACTOR on all Contract matters relating to the daily operation of this Contract.
- Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays.
- Be able to read, write, speak, and understand English fluently.
- Meet all additional requirements outlined for Contract Manager.

#### 1.1.2 CONTRACTOR's Staffing Responsibility

1.1.2.1 CONTRACTOR shall assign a sufficient number of employees to provide the Services described in Technical Exhibit 5.9. At least one employee at each site shall be authorized to act for CONTRACTOR in every detail and must speak and understand English.

1.1.2.2 CONTRACTOR shall be required to conduct background checks, consistent with Contract, Section 7.5, Background and Security Investigations, on all staff providing Services relating to this Contract. All background checks shall be kept on file and available for review upon County's request.

#### 1.1.3 CONTRACTOR's Drivers

CONTRACTOR shall provide sufficient Drivers to provide the Services described in Technical Exhibit 5.9. All Drivers must have the following qualifications:

1.1.3.1 Must be fully qualified under the laws of the State of California as a Class B licensed driver.

1.1.3.2 Must pass a background security check.

1.1.3.3 Must have received the minimum training required by Section 40083 of Education Code of the State of California and submit evidence of such training to the County upon demand.



- 1.1.3.4 Must be able to read, write, speak, and understand English.
- 1.1.3.5 Must present a neat, businesslike appearance and behave in a professional manner.

All Drivers shall be subject to and shall abide by all rules and regulations of the COUNTY facility where the driver/employee is assigned. Drivers assigned by CONTRACTOR to perform these Services shall at all times be employees of CONTRACTOR, and CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge CONTRACTOR's personnel. However, any employee of CONTRACTOR who, in the opinion of DPSS, is performing unsatisfactory, or has incidents of misconduct, under the Contract, shall be removed from the performance of required services immediately upon the written or oral request of the CCA.

- 1.1.3.6 Must adhere to shuttle bus route established by the CCA and the County Regional Director who is the office head for Southeast County GAIN Region VI, the delivery location reflected in Technical Exhibit 5.9, Required Shuttle Bus Services.

#### **1.1.4 Posting of Required Posters**

CONTRACTOR shall post all required posters as directed by the COUNTY.

#### **1.1.5 Equipment/Communication Device**

CONTRACTOR shall provide all Drivers with a communication device in case of emergency. In addition, all emergencies shall be reported to the CCA within thirty (30) minutes of the occurrence.

#### **1.1.6 Uniforms/Identification Badges**

- 1.1.6.1 CONTRACTOR employees assigned to COUNTY facilities shall wear an appropriate uniform at all times. The uniform shall consist of at a minimum, a shirt with the company name on it. All uniforms, as required and approved by the Director or his designee, will be provided by and at CONTRACTOR's expense.

CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty and when the employee is on COUNTY designated property.

### **1.1.7 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of CONTRACTOR. The CONTRACTOR shall use only materials and equipment that is safe for the environment and safe for use by the employees. CONTRACTOR shall not charge the COUNTY for purchase of material/equipment.

### **1.1.8 Training**

1.1.8.1 CONTRACTOR shall provide training programs for all new employees and continuing in-service training for all employees.

1.1.8.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment is to be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

### **1.1.9 CONTRACTOR's Office**

CONTRACTOR shall maintain an office with a telephone in the company's name by which CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by a least one employee who can respond to inquires and complaints which may be received about CONTRACTOR's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. CONTRACTOR shall answer calls received by answering services within two (2) hours of receipt of the call.

### **1.1.10 Other CONTRACTOR Personnel**

CONTRACTOR will:

- Identify, under sworn statement, all CONTRACTOR employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the COUNTY and has no access to COUNTY and CONTRACTOR records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- Be responsible for removing and replacing, within twenty-four (24) hours, any CONTRACTOR employee performing services under the Contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged,

when reasonably requested to do so by the County Contract Administrator. Such a request will come from the County Contract Administrator and will be consistent with Contract.

- Furnish supervisory, administrative, and direct labor personnel to accomplish all work required by the Contract.
- Provide bilingual, culturally sensitive staff for all public contact positions.
- Provide a detailed staffing plan that will ensure full compliance with the Contract's requirements, the CONTRACTOR's stated methodology of providing services, and how staff will be utilized to perform Services. The plan must be supported by and consistent with the CONTRACTOR's Budgeted Costs.
- Have an active recruitment program that will ensure staff turnover is promptly addressed.

#### **1.1.11 Record Keeping**

CONTRACTOR shall maintain retrievable records relating to the performance of this Contract in accordance with Section 8.53, Records and Records Retention and Inspection/Audit Settlement of the Contract.

### **1.2 County Personnel**

**1.2.1 Personnel** – The County will administer the Contract according to Contract, Section 6.0, Administration of Contract.

#### **1.2.2 Furnished Items**

The COUNTY shall supply:

1.2.2.1 All required posters

1.2.2.2 List of County-observed holidays

1.2.2.3 All required training

#### **1.2.3. County Contract Administrator (CCA):**

The COUNTY will designate one (1) person who will act as the County Contract Administrator (CCA) for the COUNTY. Specifically, the CCA shall:

- Have full authority to monitor CONTRACTOR's performance in the daily operation of this Contract.
- Provide direction/serve as liaison to CONTRACTOR in areas relating to policy, information, and procedural requirements.

- Negotiate with CONTRACTOR on changes in service requirements as permitted in the Contract, Section 8.7, Changes and Amendments of Terms.
- Inform CONTRACTOR of the name, address, and telephone number of the CCA, in writing, at the time this Contract is awarded, and at any time thereafter a change of CCA is made.
- Not be authorized to make any changes in the Terms and Conditions of the Contract or to obligate COUNTY.

#### **1.2.4 Quality Assurance Evaluator (QAE):**

The COUNTY will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s) for the COUNTY on all services, requirements, and deliverables pertinent to the Contract and monitor CONTRACTOR's performance under the Contract using the quality assurance procedures established in Technical Exhibit 5.0, Section 5.7, Performance Requirements Summary Chart, or any other procedures that may be necessary to ascertain that CONTRACTOR is in compliance with this Contract. One of the QAE staff may also be the CCA. Specifically, the QAE shall:

- Ensure that services, requirements, and deliverables of the Contract are met and evaluate CONTRACTOR's performance under this Contract.
- Advise the CCA as to CONTRACTOR's performance in areas relating to services, requirements, and deliverables.
- Inform CONTRACTOR of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE is made.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the COUNTY in any way whatsoever.

#### **1.2.5. Contract Monitor(s)**

COUNTY shall provide Contract Monitor(s) who may monitor all provisions under the Contract. Monitoring may include, but is not limited to, the following areas of monitoring: Administrative Monitoring primarily involving monitoring CONTRACTOR's compliance with the Contract's terms and conditions, Fiscal Monitoring related to monitoring CONTRACTOR's compliance with the Contract's fiscal provisions; and Service Delivery Monitoring related to this Statement of Work and the Performance Requirement Standards.

### **1.3 Vehicles**

- 1.3.1 CONTRACTOR shall furnish all vehicles necessary to perform the services required by this Contract as described in Technical Exhibit 5.9.

1.3.2 Vehicles shall, in addition to being clean, in good working condition and properly maintained, at a minimum:

- a. Have wheelchair accessibility;
- b. Have a working air-conditioning system; and
- c. Hold a minimum of 15 passengers, plus driver, with wheelchair lift equipment.

1.3.3 In the event Services are interrupted due to an emergency or a scheduled vehicle becomes mechanically inoperable or is involved in a traffic accident, CONTRACTOR shall be afforded a grace period of one-half (1/2) hour from time of incident in which to provide a replacement vehicle of same specifications to perform the necessary Services.

#### **1.4 Record Keeping**

CONTRACTOR shall maintain retrievable records relating to the performance of this Contract in accordance with Section 8.52, Records Retention and Inspection/Audit Settlement of the Contract.

#### **1.5 Quality Control Plan**

CONTRACTOR will establish and utilize a comprehensive Quality Control Plan to assure the COUNTY of a consistently high level of service quality and throughout the term of this Contract. The Plan shall be submitted to the CCA for review and approval. The Plan shall be effective on the Contract start date and will be updated and re-submitted for CCA approval as changes occur. The Plan shall include, but not be limited to, the following:

- 1.5.1 The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality agreed upon by COUNTY and CONTRACTOR.
- 1.5.2 A method for assuring that professional staff rendering services under this Contract have the necessary prerequisites.
- 1.5.3 The method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 1.5.4 A commitment to provide to COUNTY upon request a record of all inspections, the corrective action taken, the time and problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action.
- 1.5.5 The method for continuing to provide services to COUNTY in the event of a strike or other labor action of CONTRACTOR's employees.

## **1.6 Quality Assurance Plan**

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on no less than a semi-annual basis, with at least one visit being an onsite occurrence. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms, Performance Measures (Section 4.0 of this Statement of Work), and Performance Requirements Summary Chart (Technical Exhibit 5.7).

The Performance Requirements Summary Chart provides an overview of the monitoring approach and techniques that may be used in monitoring this Contract. CONTRACTOR's deficiencies, which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, may be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. These Meetings will review the Performance Measure as outlined in Section 4.0 of the Contract.

## **2.0 DEFINITIONS**

### **2.1 Acceptable Quality Level (AQL)**

A measure to express the allowable leeway or variance from a standard before COUNTY will reject a specific service. An AQL does not imply that CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

### **2.2 Contract Discrepancy Report (CDR)**

A report used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with CONTRACTOR's performance. If CONTRACTOR's performance is determined to be unsatisfactory, the CCA is required to forward the CDR to CONTRACTOR for its response (Technical Exhibit 5.8).

### **2.3 Contract Monitoring Plan**

The Plan developed by COUNTY, specifically for this Contract, to monitor CONTRACTOR's compliance with Contract. The elements of the Plan are listed in the Performance Requirements Summary.

## **2.4 Contract Start Date**

Date CONTRACTOR begins work in accordance with the terms of the Contract.

## **2.5 GAIN Participants**

CalWORKs participants (formerly Aid to Families with Dependent Children recipients) who are offered a wide range of services designed to help them transition from welfare dependence to employment. GAIN participants are an untapped pool of carefully screened, motivated individuals who are ready for employment and are willing to accept entry level positions which will give them work experience and the opportunity for advancement.

## **2.6 Performance Requirements Summary (PRS) Chart**

The document furnished by County (Technical Exhibit 5.7), which identifies and summarizes the key performance indicators of this Contract. County will be using the PRS in evaluating CONTRACTOR to assure that the Contract performance standards are met. All necessary measures taken by CONTRACTOR to assure that the quality of services will meet Contract completeness, consistency, and conformity.

## **2.7 Quality Assurance**

Those actions taken by COUNTY to confirm that goods or services listed in the Contract, Statement of Work, Performance Requirements Summary (PRS) and PRS Chart are being met. This includes using monitoring tools as indicated in the Contract, Statement of Work, PRS, and PRS Chart.

## **2.8 User Complaint Report**

The report generated and used by COUNTY to record Contract information and discrepancies or problems with CONTRACTOR performance. CONTRACTOR shall respond to each User Complaint.

## **2.9 Workday**

Throughout this Statement of Work, whenever “workday” appears, it means a normal workday, Monday through Friday, 8:00 a.m. to 5:00 p.m., except COUNTY observed holidays.

## **3.0 HOURS/DAYS OF WORK**

CONTRACTOR shall be required to provide Shuttle Bus Services for the hours and dates listed under Technical Exhibit 5.9. CONTRACTOR is not required to provide services on County-recognized holidays. The CCA will provide a list of the County holidays to CONTRACTOR at the time the Contract is approved, and at the beginning of each calendar year.



#### **4.0 PERFORMANCE MEASURES**

- 4.1 CONTRACTOR shall ensure that 90 percent of those DPSS employees surveyed by the COUNTY who ride the shuttle bus indicate that they were satisfied with the level of Services provided.
- 4.2 CONTRACTOR shall ensure that Services are operating 100 percent of the time during the hours of operation as specified in Technical Exhibit 5.9.
- 4.3 CONTRACTOR shall ensure that 100 percent of the CONTRACTOR's drivers have a communication device, a valid California Class B driver's license, company uniform, company identification badge, speak English while providing Services during the hours of operation, and present a neat, businesslike appearance and behave in a professional manner.

## TECHNICAL EXHIBIT 5.0

### PERFORMANCE REQUIREMENTS SUMMARY

#### 5.1 INTRODUCTION

This Technical Attachment lists the required services, which will be monitored by the COUNTY during the term of this Contract. It indicates the Reference Section, Services, the method of monitoring, and the deduction which may be made from Contract payment if the service is not satisfactorily provided.

All listings of required services used in this Performance Requirements Summary are intended to be completely consistent with the Contract and the Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the Statement of Work. In any case of apparent inconsistency between services as stated in the Contract and the Statement of Work and this Performance Requirements Summary, the meaning apparent in the Contract and the Statement of Work will prevail. If any service seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the Contract and the Statement of Work, that apparent service will be null and void and place no requirement on CONTRACTOR.

The *Performance Requirements Summary Chart* is attached as Technical Exhibit 5.7 and:

1. Provides the Contract Requirements (by Section) considered most critical to acceptable CONTRACTOR performance;
2. Define the service required;
3. Indicates the Monitoring Method; and
4. Shows the Penalties/Fees to be assessed for each listed Contract requirement.

#### 5.2 CONTRACT DISCREPANCY REPORT (CDR):

Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a Contract discrepancy is identified. The problem or discrepancy shall be resolved by the Contract Manager within a reasonable time period and with notice to the CCA.

The CCA will determine whether a formal CDR (See Technical Exhibit 5.8 hereunder) shall be issued.

Upon receipt of a CDR, CONTRACTOR is required to respond in writing to the CCA within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. (See Technical Exhibit 5.8 hereunder and Performance Requirements Summary Chart, Technical Exhibit 5.7).

A Corrective Action Plan including a time table, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) workdays of receipt of the CDR.

### **5.3 UNSATISFACTORY PERFORMANCE REMEDIES:**

When CONTRACTOR's performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

- Require CONTRACTOR to implement a formal Corrective Action Plan, subject to approval by the COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to CONTRACTOR by a computed amount based on the penalty fee(s) in the Performance Requirements Summary Chart.
- Reduce, suspend, or terminate this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within (10) workdays of receipt of the CDR shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said Service(s) as determined by the COUNTY, shall be the responsibility of CONTRACTOR and, at the COUNTY's sole discretion, may be credited to the COUNTY on the CONTRACTOR's future invoice.

The above list of remedies does not preclude the COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 8.57, Termination for Convenience.

### **5.4 PERFORMANCE REQUIREMENT SUMMARY CHART**

The Performance Requirements Summary Chart is at the end of this Attachment and lists:

- This Contract's requirements considered most critical to acceptable Contract performance (Column 2 of Chart, Performance Standards).
- The monitoring methods that the COUNTY will use to assess the CONTRACTOR's compliance with the Contract.
- The Acceptable Quality Level (AQL) (Column 4 of Chart, Allowable Deviation from Acceptable Quality Level).
- The penalty/fee that will be assessed for each occurrence of a performance requirement not being met.

### **5.5 CONTRACT MONITORING PLAN**

On no less than a semi-annual basis, the CONTRACTOR's performance will be compared to the Contract's Standard and AQL's using the County's Contract Monitoring Plan.

The COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are (but are not limited to):

- Random sampling.
- Activity checklists.
- One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of CONTRACTOR's performance.
- Participant complaints and/or participant questionnaires.
- Participant interviews.
- Observation of CONTRACTOR operations.

## **5.6 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE**

In monitoring the CONTRACTOR's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the standard, and conclusions are made about CONTRACTOR performance for the whole population.

The random sampling plan includes the following information:

AQL - The maximum percent of defects that can occur and still meet this Contract's Standard for satisfactory performance.

Lot Size (Population) - The total number of units or services provided.

Sample Size - The number of units to be checked in a given time period.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by selecting a population that the County determines appropriate for their review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When sampling is used, CONTRACTOR performance is deemed unsatisfactory when the results of a review by the County fail to meet the AQL, as defined for each standard in the Performance Requirement Summary Chart, Technical Exhibit 5.7 below.

## 5.7 PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	PERFORMANCE STANDARDS	MONITORING METHOD	Allowable Deviation from Acceptable Quality Level (AQL) %	PENALTY/FEE
Contract, Section 5.0, Invoices and Payments, Subsections 5.4.4	CONTRACTOR submits invoices by the 15 <sup>th</sup> calendar day following the month of service.	Inspection of files	0.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Contract, Section 7.5, Background and Security Investigations, Subsection 7.5.1	CONTRACTOR's staff shall undergo and pass a background investigation to the satisfaction of the COUNTY.	Inspection of files	0.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Contract, Section 8.52, Records Retention & Inspection/Audit Settlement	COUNTY reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to CONTRACTOR. All such material, including, but not limited to, all financial records, supporting documents, statistical records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to the COUNTY, State or Federal authorities during the term of this Contract and for a period of five (5) years thereafter.	Inspection of files	0.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.

REFERENCE	PERFORMANCE STANDARDS	MONITORING METHOD	Allowable Deviation from Acceptable Quality Level (AQL) %	PENALTY/FEE
Contract, Section 8.16, Compliance with County's Living Wage Program	CONTRACTOR pays employees in accordance with the County's Living Wage Program.	Inspection of files	0.0%	\$100 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work, Section 1.5, Quality Control Plan	CONTRACTOR submitted Quality Control Plan prior to the start of the Contract which was approved by the County.	Inspection of files	0.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work Section 1.6, Quality Assurance Plan, Subsections 1.6.1.3 & 1.6.1.4	Upon receipt of Contract Discrepancy Report, the CONTRACTOR is required to respond in writing to the CCP within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A corrective action plan of all deficiencies identified in the CDR shall be submitted to the CCP within (10) ten workdays.	Inspection and Observation	5.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work, Section 1.1, Contract Personnel	CONTRACTOR shall provide and ensure there is sufficient staff, including bilingual personnel with the necessary professional background, training, and experience to provide the Services required by this Contract.	Inspection of files	0.0%	\$100 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.

REFERENCE	PERFORMANCE STANDARDS	MONITORING METHOD	Allowable Deviation from Acceptable Quality Level (AQL) %	PENALTY/FEE
Statement of Work, Section 1.1.3, CONTRACTOR's Drivers, Subsection 1.1.3.6	CONTRACTOR ensures that drivers adhere to the routes and pick-up times as established between CONTRACTOR and COUNTY and as reflected in Technical Exhibit C-4, Required Services.	Inspection & Observation User Complaints	0.0%	\$100 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work, Section 1.1.1, Contract Manager, Subsection 1.1.1.1	CONTRACTOR provides a full-time Project Manager who can be accessed from 8:00 a.m. to 5:00 p.m., Monday through Friday.	Inspection & Observation User Complaints	0.0%	\$100 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work, Subsection 1.1.1.5, Back-up Contract Manager	CONTRACTOR shall have a Back-up Contract Manager who is able to effectively communicate, in English, both orally and in writing.	Inspection & observation	0.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work, Section 1.1.3, CONTRACTOR's Drivers	CONTRACTOR provides sufficient drivers who are fully qualified, have a valid Class B driver's license, have passed a background check, received the minimum training, are fluent in the English language, and present himself/herself professionally.	Inspection & Observation, User Complaints	0.0%	\$100 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.



REFERENCE	PERFORMANCE STANDARDS	MONITORING METHOD	Allowable Deviation from Acceptable Quality Level (AQL) %	PENALTY/FEE
Statement of Work Section 1.3, Vehicles	CONTRACTOR furnishes vehicles to provide the services as proposed. All vehicles are clean, properly maintained, are wheel chair accessible, have a working air-conditioning system, and hold a minimum of 15 passengers, plus driver, with wheelchair lift equipment.	Inspection & Observation, User Complaints	5.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work, Section 1.3, Vehicles	Service that is interrupted due to an emergency, mechanical failure of vehicle or because vehicle is involved in a traffic accident, is replaced within one-half hour.	Inspection & Observation, User Complaints	5.0%	\$100 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work, Section 1.1.4, Posting of Required Posters	CONTRACTOR posts all required posters as directed by the COUNTY.	Inspection & Observation	0.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work, Section 1.1.5, Equipment/Communication Device	CONTRACTOR provides all drivers with a communication device, and all emergencies are reported to the CCA within 30 minutes of the occurrence.	Inspection & Observation User Complaints	10.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.

REFERENCE	PERFORMANCE STANDARDS	MONITORING METHOD	Allowable Deviation from Acceptable Quality Level (AQL) %	PENALTY/FEE
Statement of Work, Section 1.1.6, Uniforms/Identification Badges	CONTRACTOR employees assigned to COUNTY facilities wear an appropriate uniform at all times.	Inspection & Observation	0.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work, Section 1.1.7, Materials and Equipment	The purchase of all materials/equipment to provide the needed services is the responsibility of CONTRACTOR. The CONTRACTOR shall use only materials and equipment that is safe for the environment and safe for use by the employees. CONTRACTOR shall not charge the COUNTY for purchase of material/equipment.	Inspection & Observation	0.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work, Section 1.1.8, Training	CONTRACTOR provides training programs for all new employees and continuing in-service training for all employees.	Inspection of files	0.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work, Section 1.1.9, CONTRACTOR's Office	CONTRACTOR maintains an office which is staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except designated County Holidays. When office is closed, answering services is provided to receive calls. CONTRACTOR answers call received by answering service within two (2) hours of receipt of the call.	Inspection & Observation User Complaints	0.0%	\$50 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.

REFERENCE	PERFORMANCE STANDARDS	MONITORING METHOD	Allowable Deviation from Acceptable Quality Level (AQL) %	PENALTY/FEE
Statement of Work, Section 3.0, Hours/Days of Work	CONTRACTOR provides services between 7:00 a.m. to 6:00 p.m., Monday through Friday, except designated County Holidays.	Inspection & Observation User Complaints	0.0%	\$100 per occurrence of requirement not met; and/or any of the remedies indicated in Statement of Work, Section 5.0, Technical Exhibits, Section 5.3.
Statement of Work, Technical Exhibit 5.0, Section 5.5, Contract Monitoring Plan	On no less than a semi-annual basis, the CONTRACTOR's performance will be compared to the Contract's Standard and AQL's using the County's Contract Monitoring Plan.	Inspection & Observation	0.0%	1) Complete a formal corrective action plan, 2) Reduce, suspend or terminate Contract, and) 3) Have the failed service performed by others at CONTRACTOR's expense.

## 5.8 CONTRACT DISCREPANCY REPORT

**TO:**

**FROM:**

**DATES:**      Prepared: \_\_\_\_\_  
                    Returned by CONTRACTOR: \_\_\_\_\_  
                    Action Completed: \_\_\_\_\_

**DISCREPANCY PROBLEMS:**

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\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

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\_\_\_\_\_  
Signature of CONTRACTOR Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

---

---

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS** \_\_\_\_\_

---

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**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

CONTRACTOR Representative's Signature and Date \_\_\_\_\_

## 5.9 REQUIRED SHUTTLE BUS SERVICES

<b>PICK UP LOCATION:</b>	County Parking Lot 4900 South Eastern Avenue City of Commerce, CA
<b>DELIVERY LOCATIONS:</b>	Southeast County GAIN Region VI Office: 5460 Bandini Blvd. Bell, CA 90201
<b>TYPE OF VEHICLE:</b>	A vehicle that will hold a minimum of 15 passengers, plus Driver, with 2 wheelchair positions, has wheelchair lift equipment (making it wheel chair accessible), has air-conditioning, is clean, and in good working order.
<b>HOURS OF OPERATION:</b>	7:00 a.m. to 6:00 p.m.  Buses will run continuously, during these hours
<b>DAYS OF OPERATION:</b>	Monday through Friday, excluding County observed Holidays pursuant to 5.2.2 of Statement of Works
<b>SHUTTLE BUS ROUTE:</b>	Routes are determined by the County Contract Administrator and the County Regional Director at Southeast County GAIN Region VI.

**5.10 MONTHLY INVOICE FORMAT  
SERVICES PROVIDED TO  
SOUTHEAST COUNTY GAIN REGION VI  
5460 Bandini Blvd.  
Bell, California**

Date: \_\_\_\_\_ Service Month: \_\_\_\_\_

Contract Number: \_\_\_\_\_

CONTRACTOR's Name:

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR Address:

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR's Social Security or Taxpayer I.D. Number:

\_\_\_\_\_

**Firm-Fixed Monthly Rate: \$** \_\_\_\_\_

**TOTAL AMOUNT DUE CONTRACTOR**

**\$** \_\_\_\_\_

*"I certify that the information provided and the amounts specified on this invoice are true and correct, based on actual expenditures for the period being claimed; performed exclusively in connection with the contract number listed; and based on the payroll and other vouchers connected with the expenditures on this invoice that are attached and/or on file available for review by COUNTY. I understand that payment for this invoice may be delayed or withheld if this request for reimbursement contains any errors or omissions. I as an authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented."*

\_\_\_\_\_  
CONTRACTOR's Authorizing Signature

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
County Contract Administrator Signature

\_\_\_\_\_  
Approval Date

\_\_\_\_\_  
Date to DPSS Finance Division

## 5.11 SHUTTLE BUS SERVICES MONTHLY REPORT

Location: \_\_\_\_\_

For the month of: \_\_\_\_\_

Vehicle Type/Number: \_\_\_\_\_

[illegible]

Completed by:

Name:	Title	Phone No:	Date:
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**ATTACHMENT B**

**PRICING SCHEDULE**

## BUDGET SHEET FOR SHUTTLE BUS SERVICES

### **DIRECT COST** (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	1.5	\$ 11.84	\$3,489.91
Employee Classification		\$	\$
Employee Classification		\$	\$
Others (Please continue to list)			

**Total Salaries and Wages**      **\$3,489.91**

\*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance		\$
Dental Insurance		\$
Life Insurance		\$
Other (list)		\$

**Total Benefits**      **\$0.00**

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

Fica/Mcare/Futa	\$ 314.09
SUI	\$ 174.50
Worker's Comp.	\$ 587.70
	\$

**Total Payroll Taxes**      **\$1,076.29**

Insurance (List Type/Coverage. See Sample Contract, Section 8.24, Insurance Coverage Requirements)

Auto, General Liability,	\$ 683.33
Garage Keeper	\$
	\$
Vehicles	\$ 1,000.00
Supplies	\$ 2,117.26
Services	\$ 382.54
Office Equipment	\$ 60.27
Telephone/Utilities	\$ 140.16
Other (please continue to list)	\$ 82.15

**Total Insurance/ Misc. S & S**      **\$ 4,465.71**

**TOTAL DIRECT COSTS**      **\$ 9,031.91**

### **INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping	\$ 154.98
Management Overhead (Specify)	\$ 232.48
Other (Specify)	\$ 0.00

**TOTAL INDIRECT COSTS**      **\$ 387.46**

**TOTAL DIRECT AND INDIRECT COST**      **\$ 9,419.37**

PROFIT (Please enter percentage: 3 %)      **\$ 261.15**

**TOTAL MONTHLY COSTS**      **\$ 9,680.52**

\*\*\*MONTHLY RATE TO BE RENEGOTIATED AT THE END OF THE FIRST YEAR OF SERVICE.

## MONTHLY EMPLOYEE BENEFITS

### **Medical Insurance/Health Plan:**

Employer Pays \$ 0.00 Employee Pays \$ 0.00 Total Mo. Premium  
\$ 0.00

Annual Deductible  
Employee \$ 0.00 Family \$ 0.00

Coverage (√)

☐ Hospital Care (In Patient ☐ Out Patient ☐  
☐ X-Ray and Laboratory  
☐ Surgery  
☐ Office Visits  
☐ Pharmacy  
☐ Maternity  
☐ Mental Health/Chemical Dependency, In Patient  
☐ Mental Health/Chemical Dependency, Out Patient

### **Dental Insurance:**

Employer Pays \$ 0.00 Employee Pays \$ 0.00 Total Mo. Premium  
\$ 0.00

### **Life Insurance:**

Employer Pays \$ 0.00 Employee Pays \$ 0.00 Total Mo. Premium  
\$ 0.00

### **Vacation:**

Number of Days 5 and

Any increase after 2 years of employment, number of days or hours 5

### **Sick Leave:**

Number of Days 3 and

Any increase after 2 years of employment, number of days or hours 2

### **Holidays:**

Number of Days 6 per year

### **Retirement:**

Employer Pays \$ 0.00 Employee Pays \$ 0.00 Total Premium \$ 0.00

EMPLOYEE BENEFITS

## ATTACHMENT C

### INVITATION FOR BID/REQUEST FOR PROPOSALS/ GROUNDS FOR REJECTION

*Los Angeles County Code* Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

---

Typed Name and Title of Signer

---

Signature

---

Date

## ATTACHMENT D

### **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE:** Persons signing on behalf of the CONTRACTOR will be required to warrant that they are authorized to bind the CONTRACTOR.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

\_\_\_\_\_  
\_\_\_\_\_

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ATTACHMENT E**

### **CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

#### ***Article I. XVII CONTRACTS PROHIBITED***

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

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Contractor Name

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Contractor Official Title

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Official's Signature

Cert. of No Conflict of Interest

## ATTACHMENT F

### FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

- 1) The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process and that it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

LOBBYIST CERTIFICATION

POI FORM REVISED 07/02/01



**ATTACHMENT G**  
**CONTRACTOR'S EEO CERTIFICATION**

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. CONTRACTOR has written policy statement prohibiting discrimination in all phases of employment.	(   )	(   )
2. CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.	(   )	(   )
3. CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.	(   )	(   )
4. When areas are identified in employment practices, CONTRACTOR has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(   )	(   )

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Signature

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Date

---

Name and Title of Signer (please print)

EEO CERTIFICATION

## ATTACHMENT H

### CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

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Contractor's Name

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Address

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Internal Revenue Service Employer Identification Number

#### GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

#### CONTRACTOR'S CERTIFICATION

- (circle one)
- |    |   |     |    |
|----|---|-----|----|
| 1. | The Contractor has a written policy statement prohibiting discrimination in providing services and benefits.  | Yes | No |
| 2. | The Contractor periodically monitors the equal provision of services to ensure nondiscrimination.   | Yes | No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the Contractor has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

---

Name of Title of Signer

---

Signature

---

Date

**ATTACHMENT I**  
**ATTESTATION OF WILLINGNESS TO CONSIDER**  
**GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Contractor unable to meet this requirement shall not be considered for contract award.**

Contractor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. Contractor has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

\_\_\_\_\_ YES      \_\_\_\_\_ NO (subject to verification by County)

- B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES      \_\_\_\_\_ NO

- C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES      \_\_\_\_\_ NO      \_\_\_\_\_ N/A (Program not available)

Contractor Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel. #: \_\_\_\_\_ Fax #: \_\_\_\_\_

GAIN/GROW ATTESTATION

**ATTACHMENT J-1**  
**CONTRACTOR ACKNOWLEDGMENT AND**  
**CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this CONTRACTOR Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

CONTRACTOR understands and agrees that the CONTRACTOR employees, consultants, Outsourced Vendors and independent CONTRACTORS (CONTRACTOR's Staff) that will provide services in the above referenced agreement are CONTRACTOR's sole responsibility. CONTRACTOR understands and agrees that CONTRACTOR's Staff must rely exclusively upon CONTRACTOR for payment of salary and any and all other benefits payable by virtue of CONTRACTOR's Staff's performance of work under the above-referenced contract.

CONTRACTOR understands and agrees that CONTRACTOR's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that CONTRACTOR's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. CONTRACTOR understands and agrees that CONTRACTOR's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

CONTRACTOR and CONTRACTOR's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, CONTRACTOR and CONTRACTOR's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, CONTRACTOR and CONTRACTOR's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. CONTRACTOR and CONTRACTOR's Staff understand that if they are involved in County work, the County must ensure that CONTRACTOR and CONTRACTOR's Staff, will protect the confidentiality of such data and information. Consequently, CONTRACTOR must sign this Confidentiality Agreement as a condition of work to be provided by CONTRACTOR's Staff for the County.

CONTRACTOR and CONTRACTOR's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between CONTRACTOR and the County of Los Angeles. CONTRACTOR and CONTRACTOR's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

CONTRACTOR and CONTRACTOR's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to CONTRACTOR and CONTRACTOR's Staff under the above-referenced contract. CONTRACTOR and CONTRACTOR's Staff agree to protect these confidential materials against disclosure to other than CONTRACTOR or County employees who have a need to know the information. CONTRACTOR and CONTRACTOR's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, CONTRACTOR and CONTRACTOR's Staff shall keep such information confidential.

CONTRACTOR and CONTRACTOR's Staff agree to report any and all violations of this agreement by CONTRACTOR and CONTRACTOR's Staff and/or by any other person of whom CONTRACTOR and CONTRACTOR's Staff become aware.

CONTRACTOR and CONTRACTOR's Staff acknowledge that violation of this agreement may subject CONTRACTOR and CONTRACTOR's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ATTACHMENT J-2

### CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with CONTRACTOR's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

#### GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this CONTRACTOR Employee Acknowledgement and Confidentiality Agreement.

#### EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

#### CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## ATTACHMENT J-3

### CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with CONTRACTOR's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

#### GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement.

#### NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the CONTRACTOR referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

#### CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced CONTRACTOR for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced CONTRACTOR and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced CONTRACTOR.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced CONTRACTOR or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced CONTRACTOR any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced CONTRACTOR upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
PRINTED NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

**ATTACHMENT K**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

*Name and Title of Signer (please print)*



## **ATTACHMENT L**

### **Internal Revenue Service Notice 1015**



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2008)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2008 are less than \$41,646 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2009.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of \$825, he or she must file a 2008 tax return to get the \$825 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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Notice 1015 (Rev. 12-2008)  
Cat. No. 205991

# **ATTACHMENT M**

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

### **BACKGROUND**

There is keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purpose Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-Contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Contractor on Los Angeles County Contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance

### **RESOURCES**

The following references to resources are offered to assist Contractor who engage in charitable contributions activities. Each Contractor, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Attachment D).

In California, supervision of charities is the responsibility of the Attorney General whose website, <http://caag.stte.ca.us/>, contains much information helpful to regulated charitable organizations.

### **LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 125997. Implementing regulation are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulation, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://www.cnmsocal.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

## **ATTACHMENT N**

### **Safely Surrendered Baby Law**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



# ATTACHMENT O

## COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CIVIL RIGHTS & LANGUAGE SERVICES SECTION  
12860 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, \_\_\_\_\_ (Please print your name), hereby file this complaint of discriminatory treatment and request that an investigation be conducted.

**I believe I was discriminated against because of my:**

- |  |   |                                     |
|--|---|-------------------------------------|
| <input type="checkbox"/> RACE                  | <input type="checkbox"/> RELIGION       | <input type="checkbox"/> COLOR      |
| <input type="checkbox"/> NATIONAL ORIGIN       | <input type="checkbox"/> SEX            | <input type="checkbox"/> AGE        |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> DISABILITY |

**DATE OF OCCURRENCE:** \_\_\_\_\_

**NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**PA - 607 (REVISED 7/01)**

# **ATTACHMENT P**

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESSES**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### ***WE RECOGNIZE. . . .***

#### ***The importance of small businesses to the County. . .***

- in fueling local economic growth
- providing new jobs
- Creating new local tax revenues
- Offering new entrepreneurial opportunity to those historically under-represented in business

#### ***The County can play a positive role in helping small businesses grow. . .***

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### ***WE THEREFORE SHALL:***

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with, and involvement by, the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small businesses to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staffs that manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

# ATTACHMENT Q

## COUNTY'S ADMINISTRATION

CONTRACT NUMBER: \_\_\_\_\_

### COUNTY CONTRACT MANAGEMENT DIVISION CHIEF

Name: Eileen Kelly  
Title: County Contract Director  
Address: 12900 Crossroads Parkway So.,  
East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: 562-908-3001  
Facsimile: 562-908-0590  
E-Mail Address: [EileenKelly@dpss.lacounty.gov](mailto:EileenKelly@dpss.lacounty.gov)

### COUNTY CONTRACT SUPERVISOR

Name: Jake Ross  
Title: County Contract Supervisor II  
Address: 12900 Crossroads Parkway So.,  
East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: 562-908-3004  
Facsimile: 562-908-0590  
E-Mail Address: [JakeRoss@dpss.lacounty.gov](mailto:JakeRoss@dpss.lacounty.gov)

### COUNTY CONTRACT MANAGEMENT DIRECTOR

Name: Alfred Becerra  
Title: County Contract Manager  
Address: 12900 Crossroads Parkway So.,  
East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: 562-908-3007  
Facsimile: 562-908-0590  
E-Mail Address: [AlfredBecerra@dpss.lacounty.gov](mailto:AlfredBecerra@dpss.lacounty.gov)

### COUNTY CONTRACT ADMINISTRATOR

Name: Yolanda Mingo  
Title: County Contract Administrator  
Address: 12900 Crossroads Parkway So.,  
East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: 562-908-3040  
Facsimile: 562-908-0590  
E-Mail Address: [YolandaMingo@dpss.lacounty.gov](mailto:YolandaMingo@dpss.lacounty.gov)

### COUNTY CONTRACT MONITOR

Name: Vanh Chang  
Title: County Contract Monitor  
Address: 12900 Crossroads Parkway So.,  
East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: (562) 908-3039  
Facsimile: 562-908-0590  
E-Mail Address: [VanhChang@dpss.lacounty.gov](mailto:VanhChang@dpss.lacounty.gov)

## ATTACHMENT R

# CONTRACTOR EMPLOYEE JURY ORDINANCE

### Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

#### 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

#### 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a CONTRACTOR under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular CONTRACTOR; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or



A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The CONTRACTOR has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to CONTRACTORS who enter into contracts that commence after July 11, 2002. This chapter shall also apply to CONTRACTORS with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 CONTRACTOR Jury Service Policy.**

A CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee's deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deducts from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a CONTRACTOR shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a CONTRACTOR's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the CONTRACTOR. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any CONTRACTOR or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any CONTRACTOR that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



**ATTACHMENT S**

***PROP A - LIVING WAGE ORDINANCE PROGRAM***

**2.201.010 Findings.**

The Board of Supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It

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shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

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D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on CONTRACTOR compliance with the provisions of this chapter.

E. CONTRACTOR Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a CONTRACTOR.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

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**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.090 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

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“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

**ATTACHMENT T**

**County of Los Angeles Living Wage Ordinance**

**Monthly Certification**

**For**

**Applicable Health Benefit Payments**





# ATTACHMENT T

Exhibit K

## COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

### MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

**Instruction Box:** Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____	(5) For Month Ending:
(6) Department Name:		(7) Contract Service Description:	(8) Contract Name & Number:
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)										
Print Authorized Name:		Grand Total (All Pages)										

Authorized Signature:	Date: ____/____/____	Title:	Telephone Number (include area code) (____) _____	Page: ____ of ____
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**ATTACHMENT U**

**County of Los Angeles**

**Living Wage Program**

**Payroll Statement Of Compliance**

# ATTACHMENT U

## COUNTY OF LOS ANGELES **LIVING WAGE PROGRAM** **PAYROLL STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

\_\_\_\_\_ on the \_\_\_\_\_;  
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and  
(Calendar day of Month) (Month and Year)

ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said work site  
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of

\_\_\_\_\_  
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:


2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.**

## **ATTACHMENT V**

### **Agreement**

### **Contractor's Obligations as a "Business Associate" Under The Health Insurance Portability And Accountability Act Of 1996 (HIPAA)**

# ATTACHMENT V

PAGE 1 OF 6

## AGREEMENT

### CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

#### 1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media
- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or

condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

## **2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**

### **2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:**

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles  
 Kenneth Hahn Hall of Administration  
 500 West Temple St.  
 Suite 410  
 Los Angeles, CA 90012  
 (213) 974-2164

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.



- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

- (c) If neither termination or cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

#### 4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

### 5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.5 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations. Effective: 4/30/05

## **ATTACHMENT W**

### **Determination of Contractor Non-Responsibility and Contractors Debarment Ordinance**

## **Determination of Contractor Non-Responsibility and Contractors Debarment Ordinance**

### **2.202.010 Findings and Declarations.**

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

### **2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

## **2.202.030 Determination of Contractor non-Responsibility.**

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

## **2.202.040 Debarment of Contractors.**

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or

aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not

previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.060 Severability.**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)